course of business. *State v. Stevens,* 16 S. D. 309. When the alleged insolvent is not a trader or a merchant, the term "insolvency" is ordinarily held to have a less restricted meaning than when applied to bankers, traders, etc., *Williamson v. Hatch,* 55 Minn. 344, or, in other words, "insolvency" as popularly understood, denotes the state of one whose assets are insufficient to pay his debts. *Van Riper v. Poppenhausen,* 43 N. Y. 68. This less restricted meaning has sometimes been applied to banks, and in *State v. Meyers,* 54 Kan. 206, it was held, that in determining the question of a bank's solvency, its capital and surplus were to be considered as resources.

BROKERS—COMPENSATION—EXCLUSIVE AGENCY.—TURNER V. BAKER, 74 ATL. 172 (PA.).—*Held,* that a broker is not entitled to commissions on a sale by his principal, notwithstanding he is given the exclusive right to sell, unless it is also agreed that he shall receive a commission, whether the sale be effected by him, by the principal, or some other person.

The mere fact that a broker is constituted an exclusive agent to sell, does not prohibit the owner himself from effecting a sale, and in such a case the principal is not liable for commissions. *Dole v. Sherwood,* 41 Minn. 535. However, under similar facts the Supreme Court of Texas has held that such agents are entitled to a reasonable compensation. *Harrell v. Zimpleman & Bergen,* 66 Tex. 292. In *Levy v. Rothe,* 17 Misc. 402 (N. Y.), where brokers are given the "option and exclusive agency to sell," the court, construing the word option as "right," distinguishes between a mere exclusive agency and the exclusive right, and holds the principal precluded from effecting a sale except at the risk of paying commissions if the agents produce a purchaser within the time limited. And in most jurisdictions the rule seems to be, that brokers having the exclusive agency for a certain period are entitled to a commission if they produce, within that time, a purchaser ready and willing to buy on the terms stipulated. *Waterman v. Boltinghouse,* 82 Cal. 659; *Moses v. Burling,* 31 N. Y. 462.

CORPORATIONS — GENERAL MANAGER — IMPLIED AUTHORITY.— STUDEBAKER BROS. CO. V. R. M. ROSE CO., 119 N. Y. SUPP. 970.—*Held,* that the words "general manager" simply import that he is a general executive officer for all the ordinary business of the corporation, and no inference can be indulged in that he possessed authority to make a contract for the purchase of an automobile binding on the corporation.

The implied powers of a general manager to-day are generally understood to be co-extensive with the general scope of the business. *Thomp. Comm. Corp.,* Sect. 8556. His implied authority has been held to extend to the purchase of advertisements and catalogues for an academy, in *Georgia Military Academy v. Estill,* 77 Ga. 409, and to the purchase of signs for similar purposes, in *B. S. Greene Co. v. Blodgett,* 55 Ill. App. 566. However, his authority does not extend to any matters or transactions which are not properly incident to the management of the ordinary business. *First Nat. Bank of Springfield v. Ashville Furn. & Lbr. Co.,* 116 N. C. 827. So he is not authorized to go beyond its usual manner of

transacting its business by hiring a horse and buggy for its employees, where such hiring was not necessary to the transaction of its business. *Baird Lumber Co. v. Devlin,* 124 Ala. 245. Finally, a general manager has no implied authority to make contracts for his personal benefit. *Marshall on Corps.,* Sect. 361.

CRIMINAL LAW—FORMER JEOPARDY—MISTRIAL.—STATE V. KINGHORN, 105 PAC. 234 (WASH.).—A jury was impaneled and sworn, and the state had commenced the examination of prosecutrix, when accused moved to dismiss because he had not been arraigned, and had not pleaded to the information. The motion was denied, whereupon accused was arraigned and entered a plea of not guilty. The jury was then discharged over accused's objection, and a new jury impaneled and sworn, and he was convicted, notwithstanding the plea of former jeopardy. *Held,* that jeopardy had attached, and that accused was entitled to dismissal. Fullerton, J., *dissenting.*

As to the period when jeopardy begins the decisions are not altogether in harmony, but by the decided weight of authority it is held that jeopardy attaches when a person is placed upon trial before a court of competent jursidiction, under an information or indictment sufficient in form and substance to sustain a conviction, and a jury has been charged with his deliverance, *i. e.,* impaneled and sworn. *In re McClasky,* 2 Okl. 568; *State v. Snyder,* 98 Mo. 556; *Cooley's Const. Lim.* (2nd ed.) 325. *Contra, People v. Goodwin,* 18 John. 187; *U. S. v. Gilbert,* 2 Summ. 60. Under such circumstances the accused cannot again be subjected for the same offense, unless the jury is discharged from rendering a verdict by a legal necessity or by his consent. *People v. Horn,* 70 Cal. 17. In the case of *State v. Bronkol,* 5 N. D. 507, where the jury was impaneled and sworn before defendant had been arraigned or had pleaded to the information, it was held that a discharge of the jury was a legal necessity and hence jeopardy did not attach. And it is well settled that defendant is not put in jeopardy where a jury which was impaneled before his plea, is discharged and a new jury is impaneled and sworn to try the case. *United States v. Riley,* 5 Blatchf. 204; see also *Minor v. Commonwealth,* 5 Ky. Law Rep. 176.

CRIMINAL LAW—EVIDENCE—MOTIVE.—PEOPLE V. MORSE, 89 N. E. 816 (N. Y.).—Where the defendant after committing a highway robbery, shot and killed a policeman in his attempt to escape arrest, the court *held,* that evidence of the robbery though not competent to prove another crime, was competent as part of a continuous transaction to show defendant's motive and intent in shooting the policeman.

It is a fundamental rule of evidence that on a prosecution for a particular crime, evidence which in any manner shows or tends to show that accused has committed another crime wholly independent of that for which he is on trial, is irrelevant and inadmissible. *People v. Carpenter,* 136 Cal. 391. However, in an early decision in this country, it has been held that evidence of another independent crime is admissible where it appears to be connected as part of one entire transaction. *Heath v. Common-*